

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

Keith Barfield, as Personal)
Representative of the Estate of)
Allison Barfield,)
)
Plaintiff,)
)
vs.)
)
Choice Hotels International, Inc.,)
R.G. Hospitality, LLC, and)
Greenville Hotel Partners, Inc.,)
Ronald Gedda and R.G.)
Properties, Inc.,)
)
Defendants.)

ORDER

C.A. No. 6:04-1260-13

This matter is before the court on the verified petition of Keith Barfield, as Personal Representative of the Estate of Allison Barfield, deceased, in which the said Keith Barfield asks this court's approval of a proposed compromise and settlement of any and all claims under both the Wrongful Death Act and the Survival Statute which he, as personal representative of the Estate of Keith Barfield, deceased, might have against R.G. Hospitality, LLC, Greenville Hotel Partners, Inc., d/b/a The Comfort Inn, R.G. Properties, LLC, Ronald Gedda, Ohio Casualty Insurance Company and West American Insurance Company as well as all claims against Choice Hotels International, Inc. except those expressly preserved in the settlement agreement, waiver and release executed in connection with this settlement for the death of the said Allison Barfield allegedly resulting from an incident which occurred on or about January 25, 2004 at the Comfort Inn located at 831 Congaree Road in Greenville, South Carolina.

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This action was originally filed in the United States District Court for the District of South Carolina, Greenville Division. Jurisdiction of this matter has been ceded, for purposes of approval of the settlement identified herein, to the Greenville County Court of Common Pleas by order of United States District Judge Henry M. Herlong, Jr. dated April 25, 2007. The terms of this order are incorporated herein by reference.

A full hearing was held on this matter on the 25th day of May, 2007, attended by Robert P. Foster of The Foster Law Firm, L.L.P., attorneys for the plaintiff; by Phillip E. Reeves of the firm Gallivan, White & Boyd, P.A., attorneys for the defendants, R.G. Hospitality, LLC, Greenville Hotel Partners, Inc., d/b/a The Comfort Inn and Ronald Gedda; and G.D. Morgan, Jr. of the firm McAngus, Goudelock & Courie, LLC, attorneys for the defendant, R.G. Properties, LLC.

A full and careful examination was made of the said Robert P. Foster in which he stated freely and unequivocally that he and Mr. Barfield understood the settlement proposals as outlined in his verified petition, and Mr. Barfield desired that the court approve the settlements with the knowledge and understanding that upon approval and consummation of the settlements, no persons would have any further claims or causes of action against R.G. Hospitality, LLC, Greenville Hotel Partners, Inc., d/b/a The Comfort Inn, R.G. Hospitality, LLC, Ronald Gedda or Choice Hotels International, Inc. on account of the death of the said Allison Barfield, deceased, except those claims against Choice Hotels International, Inc. expressly preserved in the settlement agreement, waiver and release executed in connection with this settlement.

It appears that the total settlement proceeds paid by Ohio Casualty Insurance Company and West American Insurance Company in payment of all claims arising out

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the incident giving rise to this case were deposited into a qualified settlement fund and are being disbursed in connection with proceedings established therein. Under the procedure established therein, Mr. Barfield has been awarded certain sums in full settlement of both the wrongful death and survival claims. It further appears that the settlement proceeds being paid in settlement of all claims under the Wrongful Death Act and being paid in settlement of all claims under the Survival Act, are full and adequate settlements under the facts and circumstances and that the petitioner would not be warranted in risking an adverse result in litigation in order to seek a higher sum.

Upon consideration of the verified petition of the said Keith Barfield and based on the examination in the testimony obtained by this court, this court is fully satisfied and concludes that the proposed settlement is reasonable and proper and in the best interests of both the statutory beneficiaries and the estate of the said Allison Barfield, deceased, and should be approved.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the court does hereby expressly approve the settlement proposal as set forth in the verified petition of Keith Barfield dated May 25, 2007;
2. That the funds paid into the qualified settlement fund and allocated to Keith Barfield, as Personal Representative of the Estate of Allison Barfield, deceased, be disbursed to him in compliance with § 15-51-10 and § 15-5-90 of the 1976 Code of Laws of South Carolina, as amended;
3. That Keith Barfield, as Personal Representative of the Estate of Allison Barfield, deceased, be, and he is hereby authorized and directed for the consideration outlined above, to execute and deliver on behalf of the estate and statutory beneficiaries

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of Allison Barfield, deceased, a settlement agreement, waiver and release in writing to R.G. Hospitality, LLC, Greenville Hotel Partners, Inc., d/b/a The Comfort Inn, R.G. Properties, LLC, Ronald Gedda, Choice Hotels International, Inc. except as to those claims expressly preserved in the settlement agreement, waiver and release, as against it, Ohio Casualty Insurance Company, West American Insurance Company and their heirs, personal representatives, successors, and assigns, releasing them and any other persons, firms, corporations or governmental entities of and from any claims of any nature and kind arising out of, or in any way connected with the alleged wrongful death and conscious pain and suffering of the said Allison Barfield, as a result of her death occurring on or about January 25, 2004;

4. That a copy of the settlement agreement, waiver and release (more fully described in paragraph 3 above) be incorporated herein and made a part of this order; and

5. That any and all responsibility for satisfying any liens, including any Medicare liens, shall rest solely with the plaintiff and his counsel and that neither R.G. Hospitality, LLC, Greenville Hotel Partners, Inc., d/b/a The Comfort Inn, R.G. Properties, LLC, Ronald Gedda, Ohio Casualty Insurance Company nor West American Insurance Company shall have any responsibility therefor.

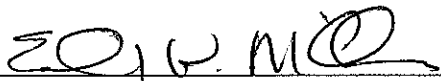
6. That concurrently herewith, plaintiff's counsel shall execute a stipulation of dismissal wherein all claims against all defendants are dismissed with prejudice with the exception of those claims against Choice Hotels International, Inc. which are expressly preserved in the settlement agreement, waiver and release and unaffected by

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this settlement, which stipulation of dismissal shall be filed and conclude all settled claims.

IT IS FURTHER ORDERED that out of the total settlement proceeds Keith Barfield, as Personal Representative of the Estate of Allison Barfield, deceased, pay to Kilpatrick Stockton LLP attorneys' fees in the amount of one-third (1/3) of the total settlement proceeds, plus costs in the amount of Eleven Thousand Two Hundred Seventy and 00/100 (\$11,270.00) Dollars.

IT IS SO ORDERED.



Judge, Greenville County Court of
Common Pleas

Greenville, South Carolina

May 25, 2007